

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County/The Center for Affordable Housing, Inc. HOME Program
Subrecipient Agreement Program Year 2003-2004

DEPARTMENT: Community Services **DIVISION:** Community Assistance
Phillip C. Stalvey, Director David Medley, Manager

AUTHORIZED BY: _____ **CONTACT:** _____ **EXT.** 7247

Agenda Date 03/14/2006 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Seminole County/The Center for Affordable Housing, Inc. HOME Program Subrecipient Agreement Program Year 2003-2004.

(County-wide)

BACKGROUND:

On July 22, 2003 the Board of County Commissioners (Board) approved the 2003-2004 One Year Action Plan providing HOME Investment Partnerships Program (HOME) funding for affordable housing. The funds allocated under the attached Subrecipient Agreement are remaining proceeds from that program year which are now being applied for the provision of single family rental housing for very low income households.

The Center for Affordable Housing, Inc. (CAHA), will invest \$266,132.00 in HOME funds to purchase, and rehabilitate if necessary, at least two (2) three (3) bedroom single family homes and lease the homes to very low income households earning less than 50% of the area median income. CAHA will financially participate by contributing a minimum of \$80,000.00 to the project. CAHA will continue to rent the homes to very low income households for the term of the affordability period (15 years).

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the attached Subrecipient Agreement.

Attachment: Seminole County/The Center for Affordable Housing,
Inc. HOME Program Subrecipient Agreement Program
Year 2003-2004

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:

File No. ccscsca01

**SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS AGREEMENT, entered into this _____ day of _____, 2006, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

W I T N E S S E T H:

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Parts 84 and 92; and

WHEREAS, CENTER has indicated a desire to enter into a contract for the purchase and rehabilitation (if necessary) of two (2) three (3) bedroom single family homes as described herein with the objective of entering into long term rental arrangements for the purpose of providing long term residential housing to income eligible households; and

WHEREAS, the COUNTY has deemed that such services will serve an important public COUNTY purpose; and

WHEREAS, the COUNTY has allocated TWO HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$266,132.00) of Federal HOME funds for this community development activity; and

WHEREAS, CENTER has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement; and

WHEREAS, the parties hereto believe that this Agreement is the best means to accomplish an affordable housing project of the type described herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which each affordable housing unit must comply with HUD regulations and be used solely for the affordable housing purposes set forth herein. Pursuant to 24 CFR section 92.252(e), the Affordability Period is deemed to be as follows:

<u>Amount of HOME funds Expended per unit</u>	<u>Minimum Required Affordability Period</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
over \$40,000	15 years

(b) "CD Administrator" means the Community Assistance Division Manager or his or her designee.

(c) "County Approval" means written approval by the Community Services Department Director, Community Assistance Division Manager, or their designee.

(d) "Project" means the HOME funded acquisition and attendant rehabilitation of at least two (2) single family rental houses, both of which shall contain three (3) bedrooms and which shall be located in Seminole County, Florida, all pursuant to this Agreement and as described in Exhibit "A" hereto.

(e) "Very Low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.

Section 3. Statement of Work. CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. CENTER shall complete all property acquisition and rehabilitation services required by this Agreement on or before September 30, 2006. Pursuant to 24 CFR, section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period applicable to each unit and automatically terminate thereafter unless extended by written amendment to this Agreement.

Anything to the contrary notwithstanding, all rental units whose rehabilitation and/or acquisition is financed under this Agreement shall comply with the applicable Affordability Period requirements of 24 CFR, section 92.252(e) and the Restrictive Use Covenant in the form attached as Exhibit "F".

Section 5. Payments.

(a) The COUNTY shall, upon CENTER's provision of the documentation required in subsection (d) below, advance funds to CENTER at closing for the acquisition price of each rental unit per the Scope of Services attached hereto as Exhibit "A" and up to the amounts per the Project Budget attached as Exhibit "B" to this Agreement and the HOME Program limitations.

(b) The COUNTY shall reimburse CENTER or directly pay the contractors, subcontractors, and vendors selected by CENTER to provide rehabilitation services to the acquired units under this Agreement in accordance with and up to the amounts in the Project Budget.

(c) The COUNTY has allocated TWO HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$266,132.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the acquisitions or rehabilitation services rendered under this Agreement up to TWO HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$266,132.00). In the event that CENTER does not require the full amount of TWO HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$266,132.00), as reflected in the negotiated acquisition process and rehabilitation contracts received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other eligible HOME activities.

(d) COUNTY shall provide funds at closing for the acquisition price of the rental units upon CENTER's providing a copy of the executed purchase contract between CENTER and the seller of the unit(s), an appraisal report by a licensed real property appraiser, title insurance commitment, preliminary closing statement, and such other documentation as the CD Administrator may reasonably request. Such payments may be made by the COUNTY to the seller on behalf of CENTER or directly to CENTER. In no event shall the COUNTY reimburse CENTER or direct pay its rehabilitation/construction contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the Director of CENTER and the CD Administrator. In order to process payment requests, CENTER shall submit to the COUNTY a completed "Request For Payment" form, attached hereto as Exhibit "C" along with

copies of invoices, receipts and other supporting documentation. Direct payment shall require submission of an original invoice along with acceptable documentation demonstrating incurrence of each listed expense component. Reimbursement payments may be submitted with properly documented copies of the original invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to the CENTER or direct payment on behalf of CENTER. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of an acceptable payment request.

(f) On or before September 30, 2006, CENTER shall render a final and complete statement to the COUNTY of all costs for property, goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by the COUNTY after September 30, 2006.

(g) Any acquisitions of property or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed or directly paid by the COUNTY if the CD Administrator has issued prior written approval of such activities.

(h) CENTER shall use the HOME funds derived under this Agreement to further acquire leveraged funding in the form of HOME matching funds, mortgage financing and may also include payment-in-kind services. CENTER must demonstrate a minimum leveraging in the amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00). For any acquired structures which were

built before 1978, such payment-in-kind services shall include lead-based paint inspection and analysis services. CENTER shall only use leveraged funds or payment-in-kind services for lead-based paint inspection, analysis and abatement. Funds appropriated by COUNTY to CENTER under this Agreement shall not be used for lead-based paint inspection, analysis and abatement. Prior to any direct payment or reimbursement payment by COUNTY, CENTER must demonstrate that all required leveraged funding and payment-in-kind services are then available or contractually obligated towards the provision of at least two (2) single family rental houses containing three (3) bedrooms each. Prior to the final reimbursement payment or direct payment by the COUNTY, the CENTER shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and all leveraged money has been applied toward the acquisition and rehabilitation of the housing units. If sufficient leveraging has not been demonstrated, the CENTER shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to the CENTER in addition to any other remedies set forth herein.

(i) CENTER shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property beyond the two (2) three (3) bedroom single family home rental properties envisioned in this Agreement unless CENTER has first received written authorization from the CD Administrator and contingent upon amendment to this instrument.

Section 6. Compliance With Federal Regulations.

(a) CENTER shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood

that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development" including particularly the parts and sections identified in subparagraphs (6)(E) and (7) of this paragraph (a).

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(5) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(6) CENTER shall comply with those portions of 24 CFR Part 84 - "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(A) 24 CFR 84.2 - "Definitions";

(B) 24 CFR 84.5 - "Subawards";

(C) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";

(D) 24 CFR 84.21 - "Standards for Financial Management Systems";

(E) 24 CFR 84.22 - "Payment";

(F) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";

(G) 24 CFR 84.30 - "Purpose of Property Standards";
(H) 24 CFR 84.31 - "Insurance Coverage";
(I) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";

(J) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(K) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(L) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(M) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(N) 24 CFR 84.73 - "Collection of Amounts Due".

(7) HOME Program Requirements. CENTER shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

(A) Section 92.206 - "Eligible Project Costs";

(B) Section 92.208 - "Eligible CHDO Operative Expense and Capacity Building Costs";

(C) Section 92.214 - "Prohibited Activities";

(D) Section 92.251 - "Property Standards";

(E) Section 92.252 - "Qualifications as Affordable Housing: Rental Housing";

(F) Section 92.253 - "Tenant and Participant Protections";

(G) Section 92.257 - "Faith Based Activities";
(H) Section 92.303 - "Tenant Participation Pplan";
(I) Section 92.350 - "Other Federal Requirements";
(J) Section 92.351 - "Affirmative Marketing; Minority Outreach Program";

(K) Section 92.353 - "Displacement, Relocation, and Acquisition";

(L) Section 92.354 - "Labor";

(M) Section 92.355 - "Lead-based Paint";

(N) Section 92.356 - "Conflict of Interest";

(O) Section 92.358 - "Consultant Activities";

(P) Section 92.503 - "Program income, Repayments and Recaptured Funds";

(Q) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and

(R) CENTER shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

Section 7. Compliance with State and Local Laws. During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(1) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions", including particularly Part III thereof (Code of Ethics for Public Officials and Employees);

(2) Chapter 119, Florida Statutes - "Public Records"; and

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 8. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the Project, described herein shall recognize the Seminole County Board of County Commissioners as the recipient of HOME Program funding by HUD and providing funds to CENTER.

Section 9. Management Assistance. The CD Administrator shall be available to CENTER to provide guidance on HUD requirements. Such guidance shall not be an excuse for noncompliance with any of such regulations by CENTER.

Section 10. Maintenance of Records.

(a) CENTER shall maintain all records required by Federal, State, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final project audit. This requirement shall include:

(1) All accounts, property, and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all Project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all real property and other items purchased by CENTER pursuant to this Agreement;

(B) Bills, cancelled checks, and invoices for all services purchased by CENTER pursuant to this Agreement;

(C) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date, and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If CENTER is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD, through the COUNTY, pursuant to this Agreement such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts of whatsoever type or nature required by the Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State, or local agency.

(d) CENTER shall complete and provide to the CD Administrator a monthly report in the form attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Exhibit "A".

(e) CENTER shall submit to the COUNTY an End of Project Report attached hereto as Exhibit "E".

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the acquisitions and rehabilitations CENTER has agreed to perform hereunder or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and

any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by CENTER.

Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules, and regulations described in Sections 6 and 7 of this Agreement. Only real property purchase and sale agreements, contracts, and subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further property acquisitions, work, or services which CENTER wishes to subcontract must be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CENTER shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, negligence, intentional torts or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the acquisitions or construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY

shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CENTER's defense of any such action, suit, or proceeding. Nothing in this section or elsewhere in this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity conferred by section 768.28, Florida Statutes.

Section 14. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty. CENTER shall require all such persons, including CENTER, to name both CENTER and the COUNTY as additional insureds in all insurance policies required hereunder and to provide proof of adequate insurance to COUNTY at or prior to the time of commencement of performance of this Agreement.

Section 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income Derived Under This Agreement.

(a) Any and all Program Income, as defined in 24 CFR 92.2, derived prior to Project completion as a direct result of the

investment of any COUNTY funds invested or awarded hereunder shall be returned to the COUNTY.

(b) In the event that any of said Program Income is received by CENTER after completion of the projects authorized by this Agreement but prior to the expiration of this Agreement, CENTER shall immediately render such Program Income to the COUNTY.

(c) If any of said Program Income is received by CENTER after expiration of the term of this Agreement, such Program Income shall be used by CENTER to provide services to the clients of CENTER of a nature similar to the uses set forth herein.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through HUD HOME funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Pursuant to 24 CFR 92.504, upon expiration of this Agreement, CENTER shall immediately transfer to the COUNTY any remaining HUD HOME funds and any accounts receivable attributable to the use of HUD HOME funds distributed pursuant to this Agreement.

Section 20. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR section 84.61 and 24 CFR 92.505, for breach of the Agreement or for other legal cause. The parties may mutually terminate the Agreement in accordance with 24 CFR 85.44 and 92.505 or for other legal cause.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement any Federal or State law,

regulation or local ordinance shall constitute a breach of this Agreement.

Section 22. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD HOME program undertaking;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;
- (d) Demand CENTER immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement and the applicable Restrictive Use Covenant;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of CENTER's real or personal property. To create such a lien, the COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a formal claim of lien upon CENTER's real and personal property.
- (h) If the termination is due to the failure of CENTER to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, CENTER shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. CENTER shall not be

liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CENTER. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CENTER.

(i) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CENTER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustments to payments made under this Agreement price shall be made as provided in subsection (d) of this Section.

(j) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 23. Certification Regarding Lobbying. CENTER hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CENTER shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Assistance Division
1101 E. First St.
Sanford, FL 32771

For CENTER:

Director
The Center for Affordable Housing
2524 S. Park Dr.
Sanford, FL 32773

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Agreement. Any expansion of the rental units acquisition and rehabilitation program to purchase more than the two (2) three (3) bedroom single family units envisioned herein may be done by addendum to this Agreement signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits "A" and "B," which shall also be deemed revised.

Upon adoption such amendment or addendum shall be attached to each party's copy of this Agreement.

Section 27. Alternative Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CENTER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CENTER had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 28. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CENTER, including its officers, employees, and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. CENTER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

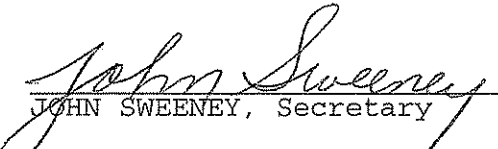
Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law, or contrary to the policy of express law, though not expressly prohibited; or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions thereof.

Section 30. Incorporation of Exhibits. All Exhibits to this Agreement are hereby incorporated into the body of this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE
HOUSING, INC.


JOHN SWEENEY, Secretary

[CORPORATE SEAL]

By: 
SUSAN CASWELL, President

Date: 1/31/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
1/9/06 1/24/06
center for affordable housing 2006

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Project Report
- Exhibit "F" - Restrictive Use Covenant

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

CENTER shall acquire and rehabilitate at least two (2) three (3) bedroom single family homes to be used as rental housing units. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement to acquire the necessary real property and housing structures and rehabilitate (if necessary) such structures to produce the two (2) three (3) bedroom single family homes to be used as rental housing units. No less than two (2) three (3) bedroom single family homes shall be acquired and/or (if necessary) rehabilitated initially. Acquisition and/or rehabilitation of more units shall be documented by addendum to the Restated Agreement in accordance with Section 26 thereof.

The completed Project housing units shall only be rented to families qualifying as Very Low Income households for the duration of the fifteen (15) year Affordability Period and to no other persons whatsoever.

SPECIFIC OBLIGATIONS:

PART A - ACQUISITION AND REHABILITATION

1. CENTER shall locate and acquire real property and structures to serve as the housing units. CENTER shall assure that no relocation or displacement obligations are created toward the renters or occupant owners thereof. If any of the properties to be acquired are occupied by owner(s) of the property, CENTER shall seek direction from the COUNTY before entering into any type of activity to acquire the property. CENTER shall not acquire real property and structures

occupied by tenants.

2. CENTER shall acquire the real property and associated structures for the least possible cost and in no event more than fair market value as determined by a State licensed real estate appraiser. Prior to closing on each parcel, CENTER shall obtain written COUNTY approval of the proposed acquisition and preliminary cost estimates of rehabilitation associated with the structure to be rehabilitated on that parcel.

3. CENTER shall comply with the "Local Relocation and Antidisplacement Policy" as adopted by the COUNTY. Should CENTER's performance during this Agreement be impeded or adversely affected by virtue of such Policy, as determined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655, CENTER shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement, administer and apply all requirements of said Federal laws to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for all required relocation and displacement costs.

4. CENTER shall prepare design plans and budgets for the rehabilitation of the housing units.

5. If rehabilitation is necessary, CENTER shall meet with the CD Administrator, his or her staff, and the COUNTY's Construction Specialist prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

6. CENTER shall solicit price quotes and provide quoters (vendors) with a specific response period in accordance with legal requirements.

7. CENTER shall secure all necessary permits or certificates.

8. CENTER shall monitor and inspect all rehabilitation/construction activities to ensure compliance with this Agreement.

9. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for ensuring client(s) income-eligibility for assistance.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member or employee or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete all acquisitions, renovations and shall have two (2) three (3) bedroom single family home rental units available for occupancy by September 30, 2006.

PART B - REQUIREMENTS FOR LEAD-BASED PAINT INSPECTION AND ANALYSIS

1. CENTER shall assure compliance with HOME Regulation 24 CFR 92.355 by adhering to the provisions of 24 CFR Part 35 "Lead-Based Paint Poisoning Prevention in Certain Residential Structures".

Any residential structure considered for purchase by CENTER constructed before 1978 shall be inspected and assessed for the presence of lead-based paint before purchase. The inspection and assessment shall be performed by a certified/licensed lead-based paint assessor who shall submit a lead-based paint analysis report. CENTER shall pay for all costs associated with lead-based paint inspection, assessment and report analysis.

If a purchased residential structure is found to contain lead-based paint, CENTER shall perform the following:

(a) Paint testing. CENTER shall either perform paint testing on

the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all the painted surfaces are coated with lead-based paint.

(b) For a residential property receiving an average of up to and including \$5,000 per unit in Federal rehabilitation assistance, CENTER shall:

(1) Conduct paint testing and presume the presence of lead-based paint. If lead-based paint testing indicates that the painted surfaces are not coated with lead-based paint, safe work practices and clearance are not required.

(2) Implement safe work practices during rehabilitation work in accordance with 24 CFR Sec. 35.1350 and repair any paint that is disturbed.

(3) After completion of any rehabilitation disturbing painted surfaces, perform a clearance examination of the worksite(s) in accordance with Sec. 35.1340. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR Sec. 13.1350(d):

(A) 20 square feet (2 square meters) on exterior surfaces;

(B) 2 square feet (0.2 square meters) in any one interior room or space; or

(C) 10 percent (10%) of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards and trim.

(c) For a residential property receiving an average of more than \$5,000 and up to and including \$25,000 per unit in Federal rehabilitation assistance, CENTER shall:

(1) Conduct paint testing or presume the presence of lead-

based paint.

(2) Perform a risk assessment in the structures receiving Federal assistance in common areas servicing those units and exterior painted surfaces in accordance with 24 CFR 35.1320(b) before rehabilitation begins.

(3) Perform interim controls of all lead-based paint hazards identified.

(d) CENTER shall not spend more than \$25,000 per acquired unit for rehabilitation costs without first seeking the written approval of the COUNTY. However, if more than \$25,000 of HOME funds are spent for rehabilitation costs on one or both acquired houses, CENTER shall:

(1) Conduct paint testing or presume the presence of lead-based paint in accordance with paragraph (a) of this Section.

(2) Perform a risk assessment in the dwelling units receiving Federal assistance and in associated common areas and exterior painted surfaces in accordance with § 35.1320(b) before rehabilitation begins.

(3) Abate all lead-based paint hazards identified by the paint testing or risk assessment conducted pursuant to paragraphs (d)(1) and (d)(2) of this Section in accordance with § 35.1350(d). If abatement of a lead-based paint hazard is required, it is necessary to abate only the surface area with hazardous conditions.

(4) Implement safe work practices during the rehabilitation work in accordance with § 35.1350 and repair any paint that is disturbed and is known or presumed to be lead-based paint.

EXHIBIT B
PROJECT BUDGET

<u>ACTIVITY</u>	<u>FUNDS</u>
Acquisition and/or rehabilitation of at least two (2) three (3) bedroom single family units and associated real property.	\$246,000.00
Developer's fees (to be paid at completion of each unit)	\$ 20,132.00 (\$10,066.00 x 2 housing units=\$20,132.00 total)
Total	\$266,132.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: THE CENTER FOR AFFORDABLE HOUSING, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount \$266,132.00	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

Subrecipient THE CENTER FOR AFFORDABLE HOUSING, INC.
Mailing Address _____
Contact Person _____
Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF PROJECT REPORT

CENTER OF ORGANIZATION: THE CENTER FOR AFFORDABLE HOUSING, INC.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House- hold/ Persons Assisted	Very Low Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino	Female Headed House- hold

Any other special accomplishments:

Signed: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

EXHIBIT "F"
RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by the Center For Affordable Housing, Inc. as fee simple owner (the "Owner") of that certain parcel of real property the address, legal description and parcel identification number for which are as follows:

Address: _____

Legal: _____

Parcel Identification Number: _____

(the "Property").

The use of the Property shall be restricted to providing rental housing for Very Low Income households as defined below and subject to the terms and conditions of that certain Seminole County/The Center for Affordable Housing, Inc. HOME Program Subrecipient Agreement Program Year 2005-2006 between Seminole County, Florida and Owner dated _____, 2006, relating to the County's grant to Owner of certain allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards acquisition and rehabilitation of the Property. Said use restriction shall be for a period of fifteen (15) years from the recording date of this instrument (the "Affordability Period").

"Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

"Affordability Period" means the length of time for which the Property herein described shall comply with HUD HOME regulations and be used solely for the affordable housing purpose herein described pursuant to 24 CFR section 92.252. The Affordability Period shall commence on the date of recording of this instrument.

This restrictive covenant is a covenant running with the land and shall be for the benefit of the current Owner, its or their successors in title, and is expressly for the benefit of Seminole County, Florida

and may be enforced by such persons and the County in any lawful manner. This restrictive covenant may be released prior to the expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument be executed:

ATTEST:

THE CENTER FOR AFFORDABLE
HOUSING, INC.

JOHN SWEENEY, Secretary

By: SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ____ day of _____, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

[Notary seal]

Print Name
Notary Public in and for the County
and State Aforementioned